



Iowa Department of Transportation

IDOT District # 5
307 West Briggs
P. O. Box 587, Fairfield, Iowa 52556

Phone: 641-469-4017
FAX: 641-472-3622

February 27, 2008

Ref.: SBRFM-C090(55)—5D-90
State Aid Agreement
5-07-SBRS-046

Brian Moore, P.E.
Wapello County Engineer
536 Mill Street
Ottumwa IA, 52501

Dear Brian,

Attached is an original executed funding agreement for the above subject project.

This agreement is not authorization to begin design if Federal Funds are desired to pay for engineering services. Any work done prior to obtaining FHWA authorization will not be eligible for Federal funding. Please work through this office if authorization for engineering services is desired.

Thank you for your efforts on this project. If you have any questions please do not hesitate to contact me.

Sincerely,

Jim Armstrong, P.E.
Local Systems Engineer
District 5 Office

cc: Tom Valline, Office of Local Systems
Records Management, Office of Document Services

JVA:jva

October 2007

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE CONSTRUCTION FUNDING**

COUNTY: Wapello County

PROJECT NO.: SBRFM-C090(55)--5D-90

AGREEMENT NO.: 5-07-SBRS-046

This is an agreement between the County of Wapello, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the County Bridge Construction Program under Iowa Code Section 312.2 (17)(a) and 761 Iowa Administrative Code (IAC) Chapter 160.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact person shall be the District 5 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 332560
 - B. Location: Elm Street over Des Moines River
 - C. Preliminary Estimated Total Eligible Costs: \$5,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits. Costs associated with work outside the eligible project construction limits are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, and fees or interest associated with bonds or loans are not eligible.
5. 80% of the eligible project costs incurred after the effective date of this agreement shall be paid from the County Bridge Construction Fund up to a maximum of \$2,000,000. The Recipient shall pay 100% of the non-eligible project costs. Costs are considered incurred when the Recipient has an obligation to pay.
6. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval to let. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Urban Standard Specifications for Public Improvements, or specifications developed by the Recipient.
7. The Recipient shall obtain agreements, as needed, from railroad and utility companies; and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers and the Department, etc.
8. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm to Market and/or Federal-aid funds, the Recipient shall follow all administrative and contracting procedures required for Farm to Market and/or Federal-aid projects.

9. If the project will be let by the Recipient, the Recipient shall advertise for bidders and hold a public letting. The Recipient shall submit copies of the bids received to the Department for concurrence prior to formal action in the award of the contract. Upon Department concurrence, the Department will give the Recipient written notice to proceed with the project.
10. If the project will be let by the Recipient, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
12. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity. No person shall, on the grounds of race, creed, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the Department.
13. The Recipient will initially be responsible for the project costs. Acceptance of the completed construction shall be with the concurrence of the Department. The Recipient shall prepare and submit to the Department a detailed billing statement of eligible project costs incurred by the Recipient. Billings may be submitted periodically, but no more frequent than once per month, except when the construction contract payments are made by directly by the Department. If said statement is in proper form, the Department will promptly reimburse the Recipient for the eligible costs of the project.
14. The Recipient's engineer shall at all times be responsible for inspection of the project. Upon completion of the project, the Recipient's engineer will certify that the project was completed in accordance with the plans and specifications before receiving final reimbursement of County Bridge construction funds.
15. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Iowa "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) per 761 Iowa Administrative Code (IAC) Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
16. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
17. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
18. This agreement is not assignable without the prior written consent of the Department.
19. It is the intent of both parties that no third party beneficiary be created by this agreement.
20. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

21. This agreement and the attached Exhibit A constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

Recipient: Wapello County

This agreement was approved by official action of the Wapello County Board of Supervisors in official session on the 5th day of February, 2008

Phyllis M. Dean
County Auditor

Steve Siegel
Chair, Board of Supervisors

Iowa Department of Transportation
Highway Division

By Jim Armstrong
Jim Armstrong, P.E.
Local Systems Engineer
District 5

Date February 8, 2008

EXHIBIT A
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7357) or from its website at: <http://www.iowai.net/iowa/dia/tsb>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, EEO Administrator, Office of Contracts, 800 Lincoln Way, Ames, IA 50010.

November 2005

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: Wapello County Project Number: SBRFM-C090 (55) --5D-90

County: Wapello Agreement Number: 5-07-SBRS-046

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Chair - Board of Supervisors

Title

Signature

April 1, 2008

Date



Iowa Department of Transportation

P.O. Box 587, Fairfield, Ia. 52556 Ph. (641) 469-4017 Cell 641-919-9125 Fax. (641) 472-3622 e-mail thomas.parham@dot.iowa.gov

February 27, 2007

Ref. No. BRS-1300(601)—60-90
Agreement No. 07-5-HBP-010

Mark Johnston
Mayor
105 E. 3rd Street
Chillicothe, Iowa 52458

Dear Mayor Johnston,

Attached is one copy of an executed LPA-Department agreement for the above referenced project.

This agreement is **NOT** an authorization to expend funds. Prior to incurring any costs that will be reimbursed with federal funds, authorization by the Federal Highway Administration (FHWA) must be obtained. In addition, the City must comply with the provisions set forth in this agreement to ensure that eligible project costs may receive federal aid reimbursement.

Thank you for your efforts on this project and I look forward to working with you as it develops.

If you have any questions please do not hesitate to contact me.

Sincerely,

Thomas L. Parham, P.E.
Local Systems Engineer
District 5 Office

Attachment

cc: Deb Coles, Office of Finance, w/enc
Donna Buchwald, Office of Local Systems, w/enc
Tom Valline, Office Local Systems, w/enc
Records Management, w/enc

TLP:tlp

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

Recipient: City of Chillicothe

Project No: BRS-1300(601)--60-90

Iowa DOT Agreement No: 07-5-HBP-010

This is an agreement between the City of Chillicothe, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, provided for the Federally funded Highway Bridge Program, now codified at Section 144 of Title 23, United States Code. This program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. Federal regulations require Highway Bridge Program funds to be administered by the Department.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 5 Local Systems Engineer. The Recipient's contact person shall be the Wapello Co. Engineer Brian Moore.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 332560
 - B. Location: Elm Street over Des Moines River
 - C. Preliminary Estimated Total Cost: \$5,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Costs associated with work outside the eligible project construction limits are not eligible. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs or \$1,000,000, whichever is less.
6. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
7. It is the intent of both parties that no third party beneficiaries be created by this agreement.
8. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
9. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an

original and shall constitute but one and the same agreement.

10. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

Recipient: City of Chillicothe

By Donna Hill

Date Feb. 12, 2007

Title City Clerk

I, Donna Hill, certify that I am the Clerk of the City, and that Donna Hill

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal

Resolution duly passed and adopted by the City, on the 12 day of February, 2007

Signed Donna Hill

Date Feb. 12, 2007

City Clerk of Chillicothe, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By Thomas L. Parham

Thomas L. Parham, P.E.
Local Systems Engineer
District 5

Date 2-27, 2007

EXHIBIT 1
Standard Provisions for Federal-Aid
Project Agreement

1. General Requirements.

- a. Since this project is to be financed with local and Federal funds, the Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations.
- b. No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, sex, age, or disability in all Federally funded programs and activities of the recipients, subrecipients, and contractors. The Department will determine a Disadvantage Business Enterprise (DBE) Commitment on all Federally funded projects.
- c. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- d. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice shall include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph.
- e. The Office of Management and Budget (OMB) Circular A-133 requires the Recipient to report the Catalog of Federal Domestic Assistance (CFDA) number and title on all Federally funded projects. The Recipient shall use CFDA #20.205 and title, "Highway Planning and Construction" for this project. The Recipient shall report this information in the Schedule of Expenditures of Federal Awards that is required by OMB Circular A-133.

2. Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the District Local Systems Engineer to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. Upon receipt, the Department will forward this request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization, will not be reimbursed with Federal funds.

3. In-House Engineering Services.

- a. If Federal funding is requested for in-house engineering services, the Recipient shall follow the procedure outlined in Index No. 2 of the Project Development Information Packet. If the Recipient desires to claim indirect costs under Federal awards, the Recipient shall prepare an indirect cost rate proposal and related documentation in accordance with the requirements of Office of Management and Budget (OMB) Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments. Before incurring costs for in-house engineering services, such an indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Consultant Services

- a. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with Title 23, Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172). These regulations require a qualifications-based

selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in Index No. 1 of the Project Development Information Packet.

- b. If preliminary engineering is Federally funded, and if the "do nothing" alternate is not selected, and if right-of-way acquisition for or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department an amount equal to the amount of Federal funds made available for such engineering.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall submit the U.S. Department of Agriculture Farmland Conversion Impact Rating form, when required, to the U.S. Natural Resources Conservation Service (NRCS).
- c. The Recipient shall obtain agreements, as needed, from railroad and utility companies; and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, etc.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way, and the Policy for Accommodating Utilities on Primary Road System when on State's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
- e. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the sum or sums of Federal funds in the right-of-way to the Department.

7. Letting the Project.

- a. The project plans, specifications, and project cost estimate (PS&E) shall be prepared and certified by a Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval to let the project.
- b. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.

- c. The Recipient shall forward a Federal-aid Project Development Certification and final PS&E to the Department. As a condition for the Department to let the project, the Recipient agrees that the Recipient has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 384.102.
- d. If the project is to be accomplished via a contract awarded by competitive bidding, the project will be let by the Department in accordance with its normal letting procedures. After bids are received and reviewed, the Department will furnish the Recipient with a tabulation of responsive bids.
- e. When let by the Department, the Department will prepare an Iowa DOT Staff Action for concurrence to award the contract. The Department will mail three originals of the unexecuted contract to the Recipient.
- f. The Recipient shall take action to award the contract or reject all bids. Following award of contract and signature by the lowest responsive bidder, the Recipient shall forward to the Department two copies of the fully executed contract, two copies of the performance bond, and two copies of the certificate of insurance.

8. Construction.

- a. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- b. If Federal funding is requested for force account construction, the Recipient will follow the procedure outlined by the Department.
- c. The Recipient shall comply with the procedures and responsibilities for materials testing and construction inspection according to Department's Instructional Memorandums (I.M.'s). The Department will bill the Recipient for testing services according to its normal policy.

9. Payments.

- a. The Recipient may submit to the Department periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
- b. The Department shall reimburse the Recipient for properly documented and certified claims for eligible project costs, either by state warrant, or by crediting other accounts from which payment may have been initially made. If, upon audits of contracts, the Department determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the Department.
- c. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, and any special assessments made by the Recipient (exclusive of any associated interest or penalties), pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties). The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Upon completion of the project, a Professional Engineer licensed in the State of Iowa shall certify in writing to the Department that the project was completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- b. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times during the construction period and for 3 years from the date of final Federal funding reimbursement, for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested.
- c. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



Iowa Department of Transportation

P.O. Box 587, Fairfield, Ia. 52556 Ph. (641) 469-4017 Cell 641-919-9125 Fax. (641) 472-3622 e-mail thomas.parham@dot.iowa.gov

February 8, 2007

Ref. No. BRS-1300(601)—60-90
Agreement No. 07-5-HBP-010

Mark Johnston
Mayor
105 E. 3rd Street
Chillicothe, Iowa 52458

Dear Mayor Johnston,

Enclosed are two copies of an agreement that will allow the use of Federal HBP funds for the replacement of the bridge on Elm Street over the Des Moines River in Chillicothe, Iowa. Please present the agreement to your City Council for review and approval.

When the agreement has been approved and signed return both copies to me for final action. The Department will provide you with an original copy after final approvals.

Thank you for your efforts on this project. If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas L. Parham".

Thomas L. Parham, P.E.
Local Systems Engineer
District 5 Office

Attachments

TLP:tlp

cc: Brian Moore, Wapello county Engineer w/enc